



**ADOPT-A-SPOT GROUP—**

This Maintenance Agreement permits you to provide beautification services along your selected right-of-way owned by the City of San Antonio. Your group and its volunteers understand and accept the hazardous nature of work involved, and unanimously agree to the following terms and conditions:

**I. GENERAL ADOPTION REQUIREMENTS**

- 1) Your Adopt-A-Spot group will faithfully comply with all City of San Antonio laws, regulations and ordinances related to adopted right-of-way.
- 2) Adopter shall not make or cause to be made any alterations, additions, or improvements to City property without the prior written consent of the Director or designee. Adopter shall present to the Director or designee any plans and specifications for such alterations, additions, and improvements at the time such approval is sought. The Director or designee reserves the right to either approve or disapprove of such plans, either in whole or in part, as may be necessary in its sole and absolute discretion.**
- 3) Your Adopt-A-Spot group will not assign maintenance duties to any other group or organization without the City of San Antonio’s written approval.
- 4) Your Adopt-A-Spot group volunteers will wear safety vests at all times.
- 5) Your Adopt-A-Spot group will use traffic barricades, signs or other traffic handling devices when working in adopted right-of-way.
- 6) Your Adopt-A-Spot group will commit to one (1) two-year term Maintenance Agreement starting from the day the agreement is effective.
- 7) Your Adopt-A-Spot group will provide at least sixty (60) days advance notice in writing to the City of San Antonio if you and your group choose to terminate the Maintenance Agreement early.
- 8) The City reserves the right to modify or remove any improvements made by Adopter at the Area as determined necessary by the Director or designee should any of the following occur:**
  - a. Adopter ceases to maintain the Area according to this Agreement.**
  - b. The Area becomes a hazard to the general public.**

**II. BEAUTIFICATION SERVICES ADOPTION REQUIREMENTS**

- 1) Your Adopt-A-Spot group will maintain vegetation (grass, plants, flowers, trees) in adopted right-of-way in compliance with City of San Antonio laws, regulations and ordinances.
- 2) Your Adopt-A-Spot group will provide pruning, fertilizing and disease control for right-of-way vegetation as needed.
- 3) Your Adopt-A-Spot group will maintain right-of-way planting beds and ensure they are free of weeds and grass overgrowth as needed.
- 4) Your Adopt-A-Spot group will use existing irrigation system or provide water in sufficient amounts/frequency to right-of-way vegetation as needed.
- 5) Your Adopt-A-Spot group will replace vegetation for right-of-way as needed.
- 6) Your Adopt-A-Spot group will provide grass mowing/trimming in right-of-way as needed.
- 7) Your Adopt-A-Spot group and its members will not be considered employees, representatives, agents or volunteers of the City of San Antonio, and therefore any/all claims that may result from obligation for which your Adopt-A-Spot group may be held liable under any Workers’ Compensation, Unemployment Compensation or Disability benefits law or similar laws on behalf of your group’s members will be the sole obligation/responsibility of you and your group.

**III. HIRED CONTRACTOR INSURANCE REQUIREMENT**

- 1) Your Adopt-A-Spot group shall require your contractor performing services under this agreement to submit completed Certificate(s) of Insurance to the following City of San Antonio departments/offices: 1) City of San Antonio Risk Management, 2) City of San Antonio Transportation & Capital Improvements – Storm Water Operations, and 3) City Clerk. Certificate(s) of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and provisions shown thereon, and which shall contain all required information referenced or indicated thereon.
- 2) Your Adopt-A-Spot group shall require your contractor performing services under this agreement to obtain and maintain in full force and effect for the duration of this Maintenance Agreement, and any extension hereof, at your group’s sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated “A-” or better by A.M. Best Company and/or otherwise acceptable to the City of San Antonio, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation	Statutory
2.	Employers Liability (if applicable)	\$500,000/\$500,000/\$500,000
3.	Commercial General (Public) Liability Insurance to include coverage for the following: a. Premises/Operations                      b. Independent Contractors c. Broad Form Contractual Liability      d. Products/Completed Operations e. Personal Injury                              f. Damage to Property Rented by You	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4.	Business Automobile Liability: a. Owned/Leased Vehicles                  b. Non-Owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- 3) Your Adopt-A-Spot group shall require your contractor performing services under this agreement to provide copies of all policies and endorsements thereto as they apply to the limits to the City of San Antonio upon request and without expense.
- 4) Your Adopt-A-Spot group shall require your contractor performing services under this agreement to ensure that all insurance contracts and Certificate(s) of Insurance for your selected contractor contain the following required provisions:
  - Naming the City of San Antonio, its officers, employees, volunteers and elected representatives as additional insured as respects operations and activities of, or on behalf of, the named insured performed under contract with the City of San Antonio, with the exception of workers’ compensation and professional liability policies;
  - Providing for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

*(continued on next page)*

- Providing a waiver of subrogation in favor of the City of San Antonio as outlined under workers' compensation and employers' liability policy;
- Notification by the insured in the event of any notice of cancellation, non-renewal or material change in coverage not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums and accompanied by a replacement Certificate of Insurance; notices shall be submitted by mail to the City of San Antonio at the following offices:

1) City of San Antonio  
 Transportation & Capital Improvements  
 Director's Office (ATTN: Adopt-A-Spot Program)  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

2) City of San Antonio  
 City Attorney's Office  
 ATTN: Risk Management  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

**IV. WAIVER OF LIABILITY REQUIREMENT**

You and your Adopt-A-Spot group hereby indemnifies, defends and holds the City of San Antonio harmless for any and all damages and claims for damages by said group, its employees, agents, representatives, volunteers, or members, including any claims resulting from bodily injury or death to others, or, for loss of or damage of to property of others, arising out of any activities contemplated hereunder, incident to, or in any manner connected to landscaping, beautification, trash pickup, volunteer and maintenance activities, and for, or all liability arising from the acts of said group, its employees, agents representatives, volunteers, or members.

**V. ADOPT-A-SPOT LOCATION (PLEASE FILL OUT CLEARLY)**

RIGHT-OF-WAY LOCATION DESCRIPTION (please print): \_\_\_\_\_

NAME OF GROUP/ORGANIZATION TO APPEAR ON ADOPT-A-SPOT STREET SIGN (please print): \_\_\_\_\_

**\*\*\*PLEASE ATTACH SEPARATE MAP OF ADOPTED LOCATION AND THE LOCATION OF SIGN PLACEMENT**

**VI. AUTHORIZED SIGNATURES**

Person signing below on behalf of your Adopt-A-Spot group hereby represents he/she has the authority to bind your group and is authorized to execute this Maintenance Agreement. PLEASE PRINT

\_\_\_\_\_  
Adopt-A-Spot Group Authorized Representative

\_\_\_\_\_  
City of San Antonio Transportation & Capital Improvements  
Department Director

\_\_\_\_\_  
Adopt-A-Spot Group Authorized Representative/Contact Mailing Address (including City, State and Zip Code)

\_\_\_\_\_  
Adopt-A-Spot Group Authorized Representative/Contact Phone #

\_\_\_\_\_  
Adopt-A-Spot Group Authorized Representative/Contact E-Mail

\_\_\_\_\_  
Effective Date of Maintenance Agreement

\_\_\_\_\_  
Expiration Date of Maintenance Agreement

*All maintenance work and activities will be appropriately conducted under and in accordance with all terms and conditions outlined in the City of San Antonio Maintenance Agreement, and in compliance with all governing City of San Antonio laws, regulations and ordinances. The Maintenance Agreement may be terminated by the City of San Antonio at any time if the Adopt-A-Spot group is determined to be out of compliance with agreement terms and conditions, or if Adopt-A-Spot group volunteer maintenance activities are determined to be unsafe or pose an immediate conflict or hazard with surrounding vehicular traffic/pedestrian flow at any time.*

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